



**Performance Work Statement (PWS)
for
Defense Acquisition University (DAU)
Acquisition Technology & Logistics (AT&L)
Knowledge Management System (AKMS) Support
ITSS Order ID: R3117006FL**

Task Order ID: R3117006FL

Task Order Type: Time and Materials (T&M)

1. PURPOSE

The Defense Acquisition University (DAU) requires a broad range of consulting, program management, administrative and information technology data storage and web development contractor support for operating, maintaining, and improving their Knowledge Sharing web capabilities. This task order will provide DAU with the support necessary to continue DAU's mission of supplying the growing national defense acquisition workforce with the most advanced learning, training, and comprehensive job performance tools available in order to achieve the right acquisition outcomes and deliver timely and affordable capabilities to the war fighter.

2. BACKGROUND

The Defense Acquisition University (DAU), located at Fort Belvoir (Virginia) and at regional campuses around the country, coordinates the Department of Defense (DoD) acquisition education and training program to meet the training and performance support requirements of more than 140,000 military and civilian personnel serving in acquisition positions worldwide, as required by the Defense Acquisition Workforce Improvement Act of 1991 and Public Law PL 1009-163 sec 1056.c.3. Through its dispersed campus and Performance Learning Model (PLM), DAU sponsors acquisition curriculum, instructor training, and knowledge sharing systems to provide a full range of basic, intermediate, and advanced learning assets to support the career goals, professional development, and job support needs of the acquisition workforce around the world. Further, its learning assets are used by the entire federal Government's workforce, defense industry partners, and foreign acquisition professionals.

DAU provides web based acquisition training to the Defense Acquisition Workforce (DAW) and facilitates the sharing of documented knowledge, experiences, and lessons learned among individuals and organizations of their faculty and student body. One of DAU's primary components of knowledge sharing is the Acquisition, Technology and Logistics Knowledge Management System (AKMS), a web based knowledge repository, teaching and sharing environment, presently composed of multiple interrelated subsystems. DAU seeks to build on the development of new capabilities and enhancements to the existing system as part of their continuing efforts to incorporate available and emerging technologies in order to extend the concept of learning beyond the classroom and into the workplace to fully engage and support the DAW at the point of need.

3. CURRENT ENVIRONMENT

Presently a combination of subsystems, knowledge access systems and performance learning tools make up the DoD's AT&L Knowledge Management System (AKMS), where informal assets are developed, stored, contributed, managed, and accessed. A major goal of DAU is to combine the formal

learning assets for certification training and continuous learning, with the assets available in DoD's AKMS, to fully support both formal learning and informal learning. The AKMS provides reach back to DAU's formal learning courses and content, identified for public release, along with all other informally developed content in the AKMS subsystems and tools. The AKMS also provides collaborative tools to link people with content and people with people; allowing the workforce to build the overall DoD AT&L knowledge base. The AKMS includes the following:

1. The Defense Acquisition Portal (DAP), previously the AT&L Knowledge Sharing System (AKSS), is the portal to formal policy documents, recommended practices, and managed libraries of inherently "static" information, covering all elements of Big "A" acquisition. It is also a "gateway" to other knowledge systems in DoD. <https://dap.dau.mil>
2. The Ask-a-Professor Program provides a query tool and an integral subsystem of the DAP. It is a DoD resource for asking acquisition and logistics questions concerning acquisition policies and practices; and is available to U.S. Federal employees and U.S. Federal contractors. <https://dap.dau.mil/aap>
3. The Acquisition Community Connection (ACC) (<https://acc.dau.mil>) is an online forum that includes communities of practice, and collaborative workspaces centered on acquisition-specific topics. ACC is available to the Defense Acquisition Workforce 24/7 to collaborate, share, and connect with one another in an online environment. Community members are able to interact and share lessons learned and experiences to support job performance, avoid the duplication of effort, and advance the connection of people and ideas. The ACC includes a number of Web 2.0 features to enhance collaboration, participation, and discovery, among them a robust personal networking feature and profile feature that integrates a Facebook-like functionality; tag clouds that give users the ability to add to a user-contributed discovery capability; and personal blogs; along with many other features to ensure that knowledge sharing continues to keep pace with the potential of evolving collaborative technologies. Communities play a central role in helping the workforce stay connected to expertise and in providing the tools, resources, and connections that help people improve performance; and the ACC software serves as the backbone for other products, like the Defense Acquisition Guidebook, ACQuipedia, PM eToolkit, PBL Toolkit, and a number of performance learning tools.
4. The Best Practices Clearinghouse (BPCh) focuses on "proven" practices, and capturing evidence of workforce experiences, both "good" and "bad," and tightly integrating that information with communities of practice in the ACC. <https://bpch.dau.mil>
5. ACQuire Enterprise Search is the search engine for DoD acquisition educational and knowledge content. ACQuire maintains a search-within-search feature, allowing the user to refine the results based on additional search criteria and discriminators. ACQuire also integrates the search results with the DAU ACQuipedia for pre-populated and matched terms and queries. <https://acquire.dau.mil>
6. Performance Learning Tools (PLTs). Performance Learning Tools (PLT) integrate formal learning assets and other resources into comprehensive job performance support tools. These online tools guide, inform, and assist knowledge workers to accurately complete a specific task within a given process, while allowing the worker to link back to other DoD/DAU learning assets for parallel training and process awareness as needed. PLTs are a major part of the AKMS and in

most cases link to knowledge articles in the ACQuipedia; which makes them both job support tools and also gateways to additional related learning assets. The Defense Acquisition Guidebook (DAG) is a PLT which houses the authoritative set of policies and recommended processes which operate the acquisition system for weapons and support systems. The DAG is a dynamic body of knowledge constantly being updated and maintained by the functional leaders of the Office of the Secretary of Defense. This is what DAU identifies as a large sized Performance Learning Tool (PLT). <https://dag.dau.mil>. The Integrated Life Cycle Management Framework Chart (ILC) is the companion graphical PLT to the DAG. This is what DAU identifies as a medium sized PLT. <https://ilc.dau.mil>. The PM eToolkit (PMeT) at <https://pmtoolkit.dau.mil> is another example of a medium sized PLT. The Contract Pricing Reference Guides (CPRG) at <https://acc.dau.mil/cprg> is an example of a small sized PLT but at the higher range level because of its page count.

7. The Media Library is the primary repository and distribution system of media-on-demand (MODs) productions presented by DoD senior leaders, model practitioners, DAU Staff and Faculty in multiple format, designed to provide AT&L workforce members with acquisition lessons learned and best practices culled from high-priority acquisition issues and initiatives. This system also houses a number of media objects (both audio and video) that are used in DAU's resident, non-resident courses as well as continuous learning modules.
<http://view.dau.mil/dauvideo/default.jhtml>

A new DAU Online Resources Tour was completed in 2011 that provides short introduction vignettes for all DAU Online systems, and then links to expanded tutorials and the sites themselves. This can be viewed at: <http://www.dau.mil/PublishingImages/VirtualTour.aspx>.

Two major documents provide the vision and goals of DAU that relate to this support effort. The first is the top level DAU Learning Technology Roadmap 2011. The Roadmap provides an overview of DAU's current state and describes in broad terms its plans for realizing a second transformation. The Roadmap can be accessed at <https://acc.dau.mil/CommunityBrowser.aspx?id=456982>. The second is the enabling DAU Knowledge Management Strategy. This document can be accessed at <https://acc.dau.mil/CommunityBrowser.aspx?id=340559&lang=en-US>. It is important that the contractor be fully conversant with these documents.

4. SCOPE

The contractor will be required to interface and work cooperatively with DAU personnel, Office of the Secretary of Defense (OSD), Service, Agency, Industry (including other contractors supporting DAU directly or indirectly), and Academic personnel in order to provide a variety of consulting, program management, as well as technical and administrative support for operating, maintaining, and improving the AKMS and its associated components.

NOTE: To account for the possibility that the Government's requirements may increase at a faster rate than currently projected, the Government reserves the right to increase the estimated ceiling price of this TO by as much as 25% over the life of the TO, if necessary. Such increases shall only apply to additional effort that clearly falls within the scope of this PWS and within the performance period of the TO, including all available option periods.

5. OBJECTIVE

The primary objectives of this task order are:

- 1) To support DAU personnel in the operation and maintenance and ongoing development of the AKMS.
- 2) To continue the development of the and sustainment of performance learning tools .
- 3) To support the execution of strategy and mission essential tasks outlined in the DAU Knowledge Management Strategy.

As part of objective 1, the objective is to assist with the operation and maintenance of the AKMS while providing technical and administrative support to help facilitate DAU's continuing efforts to improve multiple aspects of the system. This will result in an improved training and job support platform that is consistent with currently available technologies while maintaining an alignment consistent with DAU's overall mission.

As part of objectives 2 and 3, the objective is to assist by developing new capabilities and enhancements to DAU sharing systems and assets; operate, support and provide technical support to the DAU Media Library, and the future Digital Asset Management System (DAMS,) as well as support the optimal integration of content from the Best Practices Clearinghouse (BPCh) in communities of practice hosted on the Acquisition Community Connection (ACC), all in support of the overall DAU Learning Asset Management Program (LAMP). In addition to technical and administrative support, the objective is to also provide Knowledge Project Officers, content managers and other Project Management support for the Acquisition Community Connection (ACC), related knowledge community efforts, BPCh and Performance Learning Tools (PLTs). The resultant total solution will be consistent with DAU's Knowledge Management Strategy while providing the foundation for planned future modifications and improvements

6. TASKS

This performance-based work statement defines the requirements and acceptable performance levels necessary to support the Government. The contractor shall provide support services to DAU in the following task areas. These requirements are performance-based with Government-defined acceptable performance levels.

Tasks 1 through 10 describe the support to be provided for Task Order years one through five respectively. A transition task for transition – in and transition – out are also included for the base and last year of the task order.

1. Program Management Support
 - Project Management Plan
 - Quality Control Plan
 - Monthly Status Report
 - Innovation within AKMS
 - DIACAP Documentation and Technical Support
2. Defense Acquisition Portal (DAP) Operations, Maintenance and Upgrade Support

3. Ask-A-Professor (AAP) Operations, Maintenance and Upgrade Support
4. Acquisition Community Connection (ACC) Operations, Maintenance and Upgrade Support
5. Best Practices Clearinghouse (BPCh) Operations, Maintenance and Upgrade Support
6. ACQuire Search Engine Operations, Maintenance and Upgrade Support
7. Performance Learning Tools (PLT) Development and Support
8. Digital Asset Management Program (DAMS) and Media Library Operations, Maintenance and Upgrade Support
9. AKMS Sites/Services Accessibility on Mobile Devices
10. Special Studies, White Papers & Research
11. Transition Plan

6.1 TASK 1 - PROGRAM MANAGEMENT SUPPORT

The contractor shall provide all necessary personnel, material, equipment, administrative, financial, and managerial resources necessary for the support of this task order.

The contractor shall participate in a Government-scheduled, Kick-Off Meeting after task order award. Key personnel shall participate in the Kick-Off Meeting. The purpose of this Kick-Off Meeting is to (1) aid both the Government and contractor personnel in achieving a clear and mutual understanding of all requirements, and achievable deliverables within funding constraints; and (2) identify and resolve potential problems. The contractor shall be prepared to discuss any issues requiring clarification and gather information necessary for the Project Management Plan and Transition Plan.

The Kick-Off Meeting shall include, but not be limited to, the following topics:

- Program Review
- Existing and Planned Applications and Technical Initiative
- Business Management (contracting and financial matters)
- Personnel and Physical Security Issues

The Government and contractor will schedule the Kick-Off Meeting. It is anticipated that the Kick-Off Meeting will be 1-3 work days in duration. The contractor shall begin preparation of an Updated Transition Plan immediately following successful completion of the Kick-Off Meeting.

6.1.1 PROJECT MANAGEMENT PLAN

The contractor shall develop and maintain throughout the task order period of performance, a Project Management Plan (PMP) that shall be used as a foundation for information and resource management

planning. The contractor shall deliver the PMP to the Government within 15 calendar days after Task Order award.

The PMP shall include, but not be limited to, the following:

- Status of current and planned tasks and subtasks
- Base schedule overlaid with actual schedules, for each task
- Project Organization
- Project Transition Processes and Schedule
- Work Breakdown Structure (WBS)
- Process Management and Control
- Overall Organizational Structure
- Project Responsibilities to include process flowcharts for all major tasks
- Task dependencies and interrelationships
- Contractor personnel assignments and duration (Staffing Plan)
- Deliverables (draft, interim, final, etc.),
- Contingency Plans (where appropriate),
- Contractor travel information
- Quality Control plan
- Risk Management plan
- Subcontract Management (organization of personnel, software and hardware)
- Monitoring mechanisms including Program Metrics
- Automated Tools, Techniques, and Methods

The contractor shall keep the PMP up-to-date, ensure it is accessible electronically at any time, and be prepared to brief any PMP content to the Government at short notice (within 24 hours). The PMP shall be used as a foundation for the Status Report.

6.1.2 QUALITY CONTROL PLAN (QCP)

The contractor shall institute and maintain a capability to ensure the quality of the products and services required under this task order. The contractor shall apply industry standards and best practices. Quality assurance practices in program management shall include, at a minimum, identification of quality control factors and processes, evaluation methods, and process improvement.

The contractor shall prepare a QCP within 15 business days after task order award and perform quality control functions in accordance with the Plan. The QCP may be modified as the project progresses by coordinated approval of the contractor and the government.

6.1.3 MONTHLY STATUS REPORTING

The contractor shall provide a Monthly Status Report (MSR) that is due not later than seven (7) days from submission of contractor's monthly invoice for each month. This report shall analyze the current task order and provide task order accounting information. The monthly status report shall include, but is not limited to, the following elements:

- A summary of work performed by task area for the reporting period, with any identified risks and risk mitigation strategy(s)
- Milestones and updates against tasks/activities
- Progress toward open efforts
- New work requested by users
- Updates to the QTOMR
- Task order burn rate
- Total billed hours
- Items purchased for the Government
- Travel costs
- Matrix of Actual hours vs. planned with variances and an explanation of Significant variances for current period and actual vs. planned hours cumulative to date
- Performance and contractual issues that require management attention
- A table of deliverable products including the deliverable item name, the projected delivery date, and the actual delivery date.

The contractor shall also provide a rolled-up summary of the task order to date. The contractor shall also reconcile within the monthly report the above contractor-provided information with each invoice such that they can be matched month by month.

6.1.4 INNOVATION WITHIN AKMS

DAU has been synonymous with innovation over the last decade, as it has implemented the elements of its Performance Learning Model (PLM), with a specific focus on eLearning and Knowledge Sharing. DAU has won awards from organizations that benchmark Corporate Universities, Chief Learning Officers, and Knowledge Management professional organizations, based on its innovation. It will be “expected” that the KM support contractor will continue this legacy in its day to day support tasks to continuously improve the systems of the AT&L Knowledge Management System (AKMS) and DAU’s Digital Asset Management System (DAMS). The contractor will be familiar with DAU’s new “Learning Technology Roadmap of 2011” and constantly strive to support its goals, working closely with DAU’s government Knowledge Management (KM) team. The roadmap is available at <https://acc.dau.mil/CommunityBrowser.aspx?id=456982>. Innovation isn’t just about technology. Innovation is also about developing and adopting new models. DAU’s KM support contractor is expected to conceive of new models, in addition to applying emerging technology. Each year the government and contractor KM team shall develop a detailed fiscal year plan of action and milestones that is driven by both the Learning Technology Roadmap and DAU’s Annual Plan of tasks. The present and future DoD fiscal environment will require innovative ideas to increase capability at the lowest possible operating cost. The contractor shall bring innovative improvement recommendations for the AKMS and DAMS, to the DAU KM planning effort, in the areas of: learning asset life cycle management, learning asset discovery, personalization of asset discovery, user content contribution and knowledge sharing, collaboration, best practices and lessons learned capture, job support tools, and operations and maintenance cost reduction. Every effort shall be made to convert operations and maintenance cost savings into new capability development efforts to improve the AKMS and DAMS for the defense acquisition workforce and DAU’s faculty and support team. These recommendations will be documented in an AKMS Innovative Recommendations Report to be presented at the time of a DAU Technology and Innovation Workshop. The time of the submission will generally be in the Spring of the year, coordinated with the GMU/DAU eLearning Conference.

At certain times the contractor may be asked to execute special studies and analyses, focused on innovative approaches to improve capabilities, execute tasks, reduce risk, and/or reduce the cost of operations.

During each year of the contract, the contractor shall host a one day Technology and Innovation Workshop, which will help DAU identify new capability or cost saving initiatives for future budget years, and identify promising new technologies that may support DAU's long term roadmap. This workshop will usually be held in the Spring, along with the submission of an AKMS Innovative Recommendations Report, to ensure there is adequate time to impact the following year's budget development, and if possible to support the DAU/GMU eLearning Conference. The final date for the workshop must be approved by DAU.

6.1.5 DIACAP DOCUMENTATION AND TECHNICAL SUPPORT

DAU is required to have its IT systems certified under the Defense Information Assurance and Certification Process (DIACAP). The contractor will ensure that all AKMS systems documentation required by the DIACAP (Diagrams, Systems Descriptions, Hardware and Software Inventories) is maintained and kept up to date for system changes. The contractor will also provide technical information support to DAU's government AKMS system managers and DAU's OP-IS DIACAP certification personnel in the process of certifying AKMS systems and system upgrade plans.

6.2 TASK 2 - DEFENSE ACQUISITION PORTAL (DAP) OPERATIONS, MAINTENANCE AND UPGRADE SUPPORT

The contractor shall assist DAU in the configuration management, document management, resource management, functional operation and maintenance of the DAP and MyDAP sites, including their related and associated web pages, linkages, and related applications. The contractor shall maintain the DAP and MyDAP sites by making evolutionary upgrades to each in concert with DAU's KM and Mobile Strategies and Annual Plan tasks. Current MyDAP v1.0 capabilities will be enhanced by the development of deeper content personalization and web services integration with the forthcoming DAU Student Information System (SIS), where training histories and training requirements that are personalized and targeted for logged-in MyDAP users may be "pulled" from the SIS portal, and similarly, DAP news, policy and/or tools (by way of web parts or web services) may be "pushed" to the SIS portal for consumption by users on that system.

6.3 TASK 3 - ASK-A-PROFESSOR (AAP) OPERATIONS, MAINTENANCE & UPGRADE SUPPORT

The contractor shall provide developmental and operational testing; content management, and planning support; assist in developing and reviewing DAU's taxonomy; and develop a long-term "Ask-A-Question" replacement capability for the AAP system that integrates with the Acquisition Community Connection site in particular, but also with all AKMS systems.

6.4 TASK 4 - ACQUISITION COMMUNITY CONNECTION (ACC) OPERATIONS, MAINTENANCE AND UPGRADE SUPPORT

The contractor shall provide personnel who are technically proficient and experienced in the operational infrastructure of the ACC and its software platform Tomoye Ecco 3.2. The contractor shall operate and

maintain the ACC, support software upgrades, and any customization of software. The contractor shall support the integration of ACC with other DAU learning assets and their repositories such as best practices (BPCh), media assets (Media Library), Ask A Professor (AAP), formally developed learning assets (ATLAS Pro and Blackboard) as well as the hosting of performance learning tools on the ACC platform. The contractor personnel assigned to this task shall have practical experience in establishing and maintaining Communities of Practice (CoP) and be well versed in the process guidelines delineated for ACC community development. The contractor shall support and develop process, governance, and infrastructure controls to sustain the day to day operations of ACC to include the update and maintenance of the Community of Practice (CoP) Implementation Guide. The contractor shall provide technical support (chief editor & systems administration level) to ACC, as well as perform community level support to government Knowledge Project Officers and other DAU Learning Asset Managers, for the major acquisition domains hosted under ACC.

The contractor team shall provide training, deployment, and startup functions, as well as process and infrastructure support for communities.

6.5 TASK 5 - BEST PRACTICES CLEARINGHOUSE (BPCh) OPERATIONS, MAINTENANCE & UPGRADE SUPPORT

The contractor shall provide developmental and operational testing; and content management; assist in developing and reviewing DAU's taxonomy; as well as develop and refine the current implementation of BPCh so that best practices and lessons learned content is fully integrated into the Acquisition Community Connection's communities of practice (for ease in facilitating and managing content), while maintaining a minimal front-end BPCh site presence.

6.6 TASK 6 - ACQuire SEARCH ENGINE OPERATIONS AND MAINTENANCE & UPGRADE SUPPORT

The contractor shall operate and maintain the ACQuire search engine, incorporating enhancements and improvements to narrow and focus search to enhance discovery of and access to knowledge assets. The contractor shall also work closely with DAU's IT operations to replace the present Retrievalware ACQuire application in line with DAU's overall enterprise search licensing and plans to implement federated search across the enterprise to optimize user discovery and minimize cost of ownership.

6.7 TASK 7 - PERFORMANCE LEARNING TOOLS (PLTs) DEVELOPMENT AND SUPPORT

Contractor shall assist DAU in the development of PLTs. It is anticipated that a significant number of additional PLTs will be developed as a part of this effort, based on recent analysis. Most of these PLTs will be developed inside the ACC as the enabling tool, but some may be developed in partnership with the Services/Agencies to leverage their web systems. PLTs are categorized as Small, Medium, and Large Level, as described below.

Small level PLT: well-defined requirements, such as a completed Guidebook, Handbook or extensive teaching note, in pdf or word format; utilizing resident ACC Ecco application and low-level graphic support inside the ACC for web enabling content; linking to the ACQuipedia and using resident AKMS search capabilities; some degree of simple development work; identifying topics for linking to existing ACQuipedia articles or unique sites/assets; identifying where ACQuipedia articles do not exist and need to be developed; developing skeleton "draft" ACQuipedia articles for further development by DAU faculty SMEs; soft-launch; no formal usability testing. The Contract Pricing

Reference Guide (CPRG) is the only example available online at this time at <https://acc.dau.mil/cprg> , but because of its large page count is at the high end of small PLTs. Amount of contractor effort estimated within a range of 100 to 265 hours per small PLT

Medium level PLT: moderately defined requirements but some contractor supplied SME time may be required to baseline design and content; usually a very large guidebook/handbook or set of documents , or graphical process representations such as exist in the PMeToolkit at <https://pmtoolkit.dau.mil> ; primarily utilizing resident ACC Ecco application and low-level graphic support inside the ACC for web enabling content; linking to the ACQuipedia or unique sites/assets and using resident AKMS search capabilities; some degree of simple development work; identifying topics for linking to existing ACQuipedia articles; identifying where ACQuipedia articles do not exist and need to be developed; developing skeleton "draft" ACQuipedia articles for further development by DAU faculty SMEs; simple portal based front-end and portal "service" development, soft-launch; no formal usability testing. The Integrated Life Cycle Management Framework Chart (ILC) at <https://ilc.dau.mil> , is another example of a medium sized PLT, at the higher end of development time required. Amount of contractor effort estimated within a range of 750 to 1180 hours per medium PLT

Large level PLT: contractor to help define scope of solution and system application (GOTS or COTS); possible graphical interface design similar to the present ILC; identifying topics for linking to existing ACQuipedia articles; identifying where ACQuipedia articles do not exist and need to be developed; developing skeleton "draft" ACQuipedia articles for further development by DAU faculty SMEs; extensive portalized front end and portal "service" development; custom search integration utilizing existing hardware/software; soft-launch with formal usability testing. The Defense Acquisition Guidebook (DAG) is an example of a large sized Performance Learning Tool (PLT). <https://dag.dau.mil>. Amount of contractor effort estimated within a range of 1500 to 2210 hours per large PLT

Presently the estimated number of PLTs to be developed each year is 10 Small-level, 2 Medium-level, and 1 Large-level.

6.8 TASK 8 – DIGITAL ASSET MANAGEMENT (DAMS) AND DAU MEDIA LIBRARY DEVELOPMENT AND OPERATIONAL SUPPORT

The contractor shall develop, operate and maintain a commercial off-the-shelf (COTS) government furnished software application provided Digital Asset Management System (DAMS) that enables automated metadata tagging, speech-to-text conversion, transcoding for multiple distribution outputs, automated iTunes University and/or YouTube integration, and automated lifecycle management workflow development for a wide variety of audio/visual and other types of DAU learning assets. The contractor will provide support for media asset management, metatagging, and potential alignment with Numara-based system workflow processes. Numara is a COTS government-furnished software application. This task facilitates the need and opportunity for the development of a new web-based, front-end user interface for an enterprise-wide Learning Asset Management System for DAU faculty and staff. The contractor will also work with DAU's Digital Asset Manager to develop a new portal-based (e.g., Microsoft SharePoint 2010) "web service" for DAU's existing Media Library, while at the same time providing the capability for DAU faculty and staff to have management awareness and access to all types of DAU learning assets.

6.9 TASK 9 -AKMS SITES/SERVICES ACCESSABILITY ON MOBILE DEVICES

The contractor shall deliver developmental and operational testing and planning support by working with DAU to determine which AKMS sites, services or other associated KM assets are appropriate and best suited for conversion and presentation on mobile devices such as smartphones and tablets. This determination will be made in alignment with DAU's mobile strategy (which in turn is part of DAU's overarching technological roadmap located at <https://acc.dau.mil/CommunityBrowser.aspx?id=456982> , consisting of A) utilizing built-in mobile capabilities of existing system AKMS platforms, B) developing new mobile assets and tools as required by users, and C) leveraging existing GOTS/COTS mobile tools and applications when necessary. Any AKMS sites, service or other associated assets designed as new or altered mobile assets should be accessible by way of the forthcoming "DAU Mobile Portal," an HTML5-based web portal specifically designed to be consumable across a variety of mobile platforms without need for or reliance upon platform-specific (iOS, Android, BlackBerry) apps.

6.10 TASK 10 – SPECIAL STUDIES, WHITE PAPERS & RESEARCH (OPTIONAL)

The Government reserves the unilateral right to exercise support under this optional task. This option may be invoked at any time, and from time to time, throughout the performance periods of this task order. When support is required under this task, the contractor will receive a written request for quote from the Contracting Officer which will provide details about the requirement, and will require the contractor to respond with a written quote within 5 days. The contractor's quote shall be based upon Alliant labor categories and rates, and should reflect the same level of discounting quoted in the contractor's successful quote for this task order. The Government will review the quote, negotiate as necessary with the contractor, and award a task order modification authorizing performance when it is determined that issuance of the modification is in the Government's best interest. The contractor shall begin performance within 5 days of award of the task order modification unless another time period is authorized in the modification. The Government estimates that the total ceiling price of all work under this optional task will not exceed \$50,000 per performance period.

As part of its effort to improve University operations, DAU is working to identify the characteristics that define a successful corporate university. To succeed in this effort, DAU may require the contractor to assist in identifying industry best practices and technology trends that can be utilized within DAU. The contractor shall assist DAU staff in developing methods for implementing those best practices having the potential to improve the University.

The Government is interested in remaining current and knowledgeable in the latest industry trends that affect the infrastructure provided to their customers. (Frequency varies with industry/market cycles and DAU management initiatives, but is usually every year or two.) When requested, the contractor shall provide White Papers and Briefings to DAU management that provides the following:

- The contractor shall provide suggestions for change to the operation and configuration of the infrastructure environment, as appropriate and as required, that will ensure that DAU remains current, efficient, and effective and so that the users continue to receive a high level of quality support.
- Research new technologies and assess their possible use at DAU. Services shall include ongoing evaluation of current technology, platforms, and operations to seek improvement and optimal DAU business processes. The contractor shall identify and recommend best practices and best technology for DAU needs and responsibilities.

- Where functional or performance problems appear the contractor shall provide DAU with technology evaluations regarding specific issues such as areas of possible cost savings or state of art IT approaches that would improve performance or reduce costs. The contractor shall evaluate system performance in conjunction with communications and application performance. The contractor shall work with application developers and COTs/GOTs vendors to analyze the performance of DAU-developed applications, to include determining effects on server and network capacity as applications are deployed.

6.11 TASK 11 - TRANSITION PLAN

The contractor shall prepare and provide an initial transition plan. Once approved, the contractor shall update the plan throughout the term of the task order. The Transition Plan shall present a methodology detailing how transition will occur from the current contractor(s) to the new contract staff at the beginning of the task order and how transition will occur to the Government or to another contractor at the end of the task order. The transition activities shall minimize both loss of support and cost. The Transition Plan shall address, at a minimum, the following areas:

- Transition of Program Management Support and Other Personnel
- Transition of Task Requirements in the task order
- Asset Transfers [hardware, software, GFP]
- Resource Requirements [personnel and budget]
- Security Clearance Actions and Status
- Transition Milestones and Timeline
- Risk Mitigation Practices

6.11.1 TRANSITION-IN SERVICES

The Government is currently receiving services under an existing task order. The successful contractor shall perform transition-in services necessary no longer than one month after award to provide a smooth and efficient transition from the existing contractor without any interruption or degradation in any services. It is estimated that between 30 to 45 days will be available for transition-in services following task order award.

The contractor shall provide planning and executing of the transition to the To-Be Architecture. This will involve such items as identifying elements of the To-Be Architecture; establishing project plans for migration activities; identifying resources required for migration; performing migration activities; managing migration activities; performing gap analyses on As-Is and To-Be architectures; recommending migration approaches; taking measurements of performance before- and after-migration in areas such as customer satisfaction, service availability, etc and conducting comparisons; and communicating, educating, and/or training support personnel and end users on impacts and issues related to changes resulting from transition activities. The People, Process, and Technology deliverables required by the government will play a key role in this area.

The contractor shall prepare and submit a transition plan detailing the plan, staffing, and other information necessary to seamlessly transition from the existing task order and to accomplish the above transition to the To-Be-Architecture.

6.11.2 TRANSITION-OUT SERVICES

The contractor shall perform all services necessary to transition the work performed under this task order to the Government or another contractor at the conclusion of this task order. The transition shall be performed without any interruption or degradation in any services. The contractor shall perform all transition-out services necessary to provide a smooth and efficient transition.

7.0 PERIOD OF PERFORMANCE

The base period of performance for this order shall be one (1) year from the date of award with four (4) one-year option periods that will be exercised at the discretion of the Government.

8.0 PLACE OF PERFORMANCE

Work will be performed at the contractor's site, DAU's Headquarters Fort Belvoir, Virginia, and the planned Lorton, Virginia campus location.

9.0 DELIVERABLES

PWS task #	CLIN #	Deliverable/Milestone	Format	Recipient	Calendar Days After TO Start
1	0001-4001	Project Start	Meeting	TR	At task Order Award
1	0001-4001	Kickoff Meeting	Meeting	TR and COTR	Within 7 days of award
1	0001-4001	Project Management Plan	Electronic – Word	TR, CO, COTR	Within 15 days of award
1	0001-4001	Quality Control Plan	Electronic – Word	TR, CO, COTR	Within 15 days of award
9	0001A, 4001A	Transition Plan	Electronic – Word	TR, CO, COTR	Due at Kickoff meeting; updates – every 365 days thereafter
1	0001-4001	Monthly Status Report	Electronic - Word	TR, COTR and each BD	Monthly on 10 th workday

9.1 INSPECTION OF DELIVERABLES

9.1.1 PACKAGING

All reports and deliverables should be submitted electronically through GSA's electronic task order system (ITSS) at:

ITSS <https://web.itss.gsa.gov/login>

NOTE: FAILURE TO SUBMIT THE REPORTS/DELIVERABLES IN ITSS WILL RESULT IN REJECTION OF THE REPORT/DELIVERABLE

9.1.2 INSPECTION AND ACCEPTANCE BY THE GOVERNMENT

Inspection and acceptance of all work performed, reports and other deliverables under this task order shall be performed by the following GSA COTR and the DAU technical representative at the address specified below.

Michael Baumann
General Services Administration (GSA)
Contracting Officer's Technical Representative (COTR)
20 North 8th Street
Philadelphia, PA 19107

TBA
Defense Acquisition University
Technical Representative (TR)
9820 Belvoir Rd.
Ft. Belvoir, VA 22060

9.1.3 SCOPE OF INSPECTION

All deliverables will be inspected for content, completeness, accuracy and conformance to task order requirements by the GSA COTR and the client representative. Inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables, as specified in the task order. The scope and nature of this testing must be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables. Inspection of deliverables shall include the following:

- a. All products including optional, substitute, replaced, modified, or supplemental products delivered by the contractor within the scope of this TO;
- b. Any modifications made by the contractor in order to ensure compliance with the requirements;
- c. Documentation, learning modules, all reports and plans specified throughout section 6 of this PWS and;
- d. Software which is added or field-modified after initial deployment.

The Government requires a period not to exceed thirty (20) work days after receipt of final deliverable items for inspection and acceptance or rejection.

9.1.4 BASIS OF ACCEPTANCE

The basis for inspection/acceptance shall be compliance with the requirements set forth in the Task Order, the Contractor's response and other terms and conditions of the task order including the Government Quality Assurance Surveillance Plan (Attachment J-C). Deliverable items rejected shall be corrected in accordance with provisions herein.

Cost reimbursable items such as travel and/or ODCs will be accepted upon receipt of proper documentation as specified with applicable provisions herein.

Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Government have been corrected.

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

All of the Government's comments to deliverables must either be incorporated in the succeeding version of the deliverable or the Contractor must demonstrate to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, improper format, or otherwise does not conform to the requirements stated within this Task Order, the document may be immediately rejected without further review and returned to the Contractor for correction and resubmission. If the Contractor requires additional Government guidance to produce an acceptable draft, the Contractor shall arrange a meeting with the GSA Region 3 COR.

9.1.5 INITIAL DELIVERABLES

The Government will provide written acceptance, comments and/or change requests, if any, within fifteen (15) workdays from receipt by the Government of the initial deliverable.

Upon receipt of the Government comments, the Contractor shall have ten (10) workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

9.1.6 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The Government will provide written notification of acceptance or rejection of all deliverables, both draft and final. All notifications of rejection will be accompanied by specific reason(s) for rejection.

9.1.7 NON-CONFORMING PRODUCTS OR SERVICES

Non-conforming products or services will be rejected. Deficiencies will be corrected, by the Contractor, within ten (10) days of the rejection notice. If the deficiencies cannot be corrected within ten (10) work days, the Contractor will immediately notify the GSA Region 3 COTR of the reason for the delay and provide a proposed corrective action plan within ten (10) days.

9.1.8 NOTICE REGARDING LATE DELIVERY

The contractor shall notify the GSA COTR as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the notification the rationale for late

delivery, the expected date for the delivery and the project impact of the late delivery. The GSA COTR will review the new schedule and provide guidance to the contractor as appropriate. Such notification in no way limits the Government's right to any and all rights and remedies up to and including termination.

9.1.9 PLACE(s) OF DELIVERY

Originals of all correspondence and reports related to this TOR shall be delivered to the GSA Contracting Officer's Technical Representative and the client representative at the address below:

GSA FAS
Mid-Atlantic Region
ITSS <https://web.itss.gsa.gov/login>

10.0 SECURITY REQUIREMENTS

Offerors must contact the DAU security office to obtain DAU security policies and procedures.

All contractor personnel assigned to the task order that will have access to DAU networks and systems must have a "public trust certificate" on file in order to be issued a common access card (CAC) to access the DAU network. Contractor personnel with privileged-level user access to systems must sign a Privileged-level Access Agreement acknowledging responsibilities and conduct.

Contractor personnel must meet standard DOD contractor security requirements for access to DAU network systems. Contractor personnel shall observe DAU automated information system security policies and procedures which DAU obtains from a variety of sources to include the Army, DOD CIO, DISA and JTF-GNO. Some of the guidelines followed are; Army Regulation AR 25-1 "Army Knowledge Management and Information Technology Management" (http://www.apd.army.mil/pdffiles/r25_1.pdf), and Army Regulation AR 25-1

For any contractor personnel to work or have access to DAU'S SIPRNET, the appropriate security clearance will be required also, up to and including SECRET.

There may be a need for a number of the contractor's personnel to be cleared. DAU will determine the need and format for specific background investigations and provide it to the contractor in writing.

The government will evaluate violations of security policy (e.g., password sharing, misuse of personal information, file access violations or browsing files outside the scope of the contract) on a case-by-case basis. The Government will not permit access to DAU systems or data unless pre-approved by DAU security and DAU personnel.

Contractors will not remove or copy DAU databases or files with personnel information (names, social security numbers, date of births, or other information) protected by the Privacy Act).

The contractor shall notify the COR and DAU Project Manager, within 24 hours, when for reasons of personnel resignation, reassignment, termination, or completion of portions of the contract, Task Order contractor personnel no longer require access to Government computers.

10.1 KEY PERSONNEL

A key person is someone who is integral and indispensable in completing this task order. Key personnel shall be available at project start. The Government requires that at least one Key Personnel be identified as the primary point of contact for this task order. The contractor shall comply with applicable provisions of the ALLIANT GWAC regarding key personnel and personnel substitutions. Additionally, the contractor shall comply with the following:

- a. The contractor shall notify the COTR and DAU TR at least ten (10) calendar days before making changes in task personnel.
- b. The contractor shall provide a replacement resume to the COTR and DAU TR at the time of notification. Personnel shall be of equal or superior qualifications as the individual being replaced.
- c. The resume must be approved by the Government prior to assignment of the replacement personnel to this task order.

One person on the contractor staff shall be the Task Order Manager, a key personnel, and be the Government's technical point of contact for this task order.

10.2 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS

10.2.1 ORGANIZATIONAL CONFLICT OF INTEREST

If the Contractor is currently providing support or anticipates providing support to DAU that creates or represents an actual or potential organizational conflict of interest (OCI), the Contractor shall immediately disclose this actual or potential OCI in accordance with FAR Part 9.5. The contractor is also required to complete and sign an Organizational Conflict of Interest Statement in which the Contractor (and any Subcontractors, consultants or teaming partners) agree to disclose information concerning the actual or potential conflict with any proposal for any solicitation relating to any work in the TO. All actual or potential OCI situations shall be handled in accordance with FAR Subpart 9.5.

10.2.2 NON DISCLOSURE REQUIREMENTS

All Contractor personnel (to include Subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the TO issued which requires the Contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, shall execute and submit an "Employee/Contractor Non-Disclosure Agreement" Form (See Attachment A). This is required prior to the commencement of any work on such TO and whenever replacement personnel are proposed under an ongoing TO. Any information obtained or provided in the performance of this TO is only to be used in the performance of the TO.

10.3 SERVICE IMPROVEMENTS

- a. After TO award, the Government may solicit, and the Contractor is encouraged to propose independently, improvements to the services, features, or other requirements that are within the general scope of this task order. These improvements may be proposed to save money, to improve performance, mitigate risk, or for any other purpose which presents a service advantage to the Government. As part of the proposed changes, the Contractor shall submit a price proposal to the CO for evaluation. Those proposed service improvements that are acceptable to the Government may be processed as modifications to the TO.

- b. As a minimum, the following information shall be submitted by the Contractor with each proposal:
 - 1. A description of the difference between the existing TO requirement and the proposed change, and the comparative advantages and disadvantages of each;
 - 2. Itemized requirements of the TO which must be changed if the proposal is adopted, and the proposed revision to the TO for each such change;
 - 3. An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
 - 4. An evaluation of the effects that the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation, and conversion (including Government-premise equipment);
 - 5. A statement of the time by which the TO modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of the TO including supporting rationale; and
 - 6. Any effect on the TO completion time or delivery schedule shall be identified.
- c. The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the CO as to the acceptance of any such proposal under this Task Order is final and not subject to the "Disputes" clause of this Contract.

10.4 TRANSFER OF HARDWARE/SOFTWARE MAINTENANCE AGREEMENTS TO FOLLOW-ON CONTRACTORS

The Contractor shall ensure that all hardware/software agreements entered into under this task order are transferable to the Government and/or to other Contractors at the discretion of the Government.

10.5 EXERCISE OF OPTION

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

11.0 OTHER DIRECT COSTS (ODCs)

11.1 TRAVEL

Long distance travel is anticipated, but exact travel locations are not known at this time. The majority of work will be performed at **both** the contractor's site and at DAU's Headquarters Fort Belvoir, Virginia, and the planned Lorton, Virginia campus location.

The Contractor will be reimbursed for travel to provide support at a Government site or other site as may be specified and approved by the COR under this effort. All travel shall be approved, by the COR, prior to commencement of travel. The contractor shall be reimbursed for actual allowable, allocable, and reasonable travel costs, including local travel, incurred during performance of this effort in accordance with the Joint Travel Regulations (JTR) currently in effect on the date of travel.

The task order will establish a ceiling of \$20,000.00 each year which cannot be exceeded without the advance approval of the contracting officer. No profit or fee shall be added.

11.2 NON-TRAVEL

The Government may require the Contractor to purchase tools, equipment, hardware, software, or other materials, licenses, maintenance, or warranties, that are an ancillary and necessary part of the IT Service solution under this Task Order. Such Non-travel ODCs shall be integral and necessary to the overall Task Order performance. General-purpose items required for the conduct of the Contractor's normal business operations will not be considered allowable ODCs in the performance of work under this Task Order. Ancillary support may be provided, i.a.w. Section C.3.4 of the Alliant Contract, if necessary to offer an integrated IT solution. Ancillary support may only be included when it is integral to and necessary for the IT effort.

Requirements may be identified during performance by the Government or the Contractor. All Non-travel ODC purchase requests must be routed through the DAU POC for approval **prior** to incurring costs.

The Not-to-Exceed dollar value established for Non-Travel ODCs is \$25,000.00 per each period, base and all option periods.

Federal contracting laws and regulations apply to all Contractor open market purchases under this TO. Prices must be determined fair and reasonable from competitive sources and are subject to Government audit. The Contractor shall maintain records documenting competitive sourcing, in strict compliance with the competition requirements set forth in the Federal Acquisition Regulation (FAR), for all ODC purchases. The Contractor shall provide copies of all such documentation upon request from the Government to verify that the Contractor complied with the competition requirements set forth in the FAR. The Contractor shall only be allowed to apply indirect rates to ODC costs after award if such application is consistent with their successful price proposal and DCAA recommendations. No profit or fee will be allowed on ODCs.

All ODCs purchased under this task order shall become the property of the Federal Government. If the Contractor acquires hardware/software maintenance support, all licenses and/or contractual rights to receive title shall be turned over to the Government upon completion of the task order. The Government's liability to reimburse the Contractor for costs incurred from the acquisition of hardware/software maintenance support shall be limited to costs incurred during the period of the order.

12.0 SECTION 508 COMPLIANCE

Section 508 of the Rehabilitation Act requires Federal agencies to make their electronic and information technology accessible to people with disabilities. This applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology.

All electronic and information technology (EIT) procured through this task order must meet the applicable accessibility standards specified in 36CFR1194.2, unless an agency exception to this requirement exists. Any agency exceptions applicable to this task order are listed below. The standards define Electronic and Information Technology, in part, as "any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. The standards define the type of technology covered and set forth provisions that establish a minimum level of accessibility. The application section of the standards (1194.2) outlines the scope and coverage of the standards. The standards cover the full range of electronic and information technologies in the Federal sector, including those used for communication, duplication, computing, storage, presentation, control, transport and production. This includes computers, software, networks, peripherals and other types of electronic office equipment.

Applicable Standards, which apply to this acquisition

Section 1194.21: Software Applications and Operating Systems X .
Section 1194.22: Web-based Internet Information and Applications X .
Section 1194.23: Telecommunications Products X .
Section 1194.25: Self-Contained, Closed Products .
Section 1194.26: Desktop and Portable Computers X .
Section 1194.31: Functional Performance Criteria X .

Agency Exceptions, which apply to this acquisition

National Security System N/A.

Acquired by a contractor incidental to a contract N/A.

Located in spaces frequented only by a service personnel for maintenance, repair or

Occasional monitoring of equipment N/A.

Would impose and undue burden on the agency N/A.

13.0 GFI/GFP

13.1 GOVERNMENT FURNISHED PROPERTY (GFP)

The primary work location will be both contractor and government facilities. Government will provide limited office space to be determined after award, including office supplies, a chair, desk, telephone and computer and software resources at DAU offices in Ft. Belvoir, VA or other DAU locations such as the new Lorton, VA campus. The contractor has the primary responsibility for exercising reasonable care and control of government property in its possession, or usage. Responsibility for reasonable care and control of government property provided under the contract in the possession of a subcontractor remains with the prime contractor until it is relieved by the contracting officer. The contractor may be liable for damages, shortages of government property when it is disclosed that the property is lost, damaged, or destroyed. Government-furnished property must be used only for the purposes set forth in the proposed contract

13.2 GOVERNMENT FURNISHED INFORMATION (GFI)

The Government will provide copies of existing learning assets and documentation to the contractor for maintenance projects they need in support of projects associated with this task order. The Government will also provide access to DAU information technology personnel and DAU personnel to augment Government provided information and assist the contractor with identifying requirements, learning asset conversion, design, and development, and technical implementation efforts. Upon request of the government, all government furnished items shall be returned to the government.

All Government furnished information shall remain the property of the Government and shall be returned to the Government prior to the end of this task order.

In addition, sharing of Government furnished information shall only be done after obtaining written approval from the Government, in advance of sharing Government furnished information. Any Contractor contributions to Government furnished information under this task order shall become the property of the Government.

The contractor has the primary responsibility for exercising reasonable care and control of government property in its possession, or usage. Responsibility for reasonable care and control of government property provided under the contract in the possession of a subcontractor remains with the prime contractor until it is relieved by the contracting officer. The contractor may be liable for damages, shortages of government property when it is disclosed that the property is lost, damaged, or destroyed. Government-furnished property must be used only for the purposes set forth in the proposed contract.

14.0 ADMINISTRATIVE CONSIDERATIONS

14.1 CORRESPONDENCE

To promote timely and effective administration, correspondence shall be subject to the following procedures:

- a) Technical correspondence (where technical issues relating to compliance with the requirements herein) shall be addressed to the Contracting Officer's Representative (COR) with an information copy to the GSA Client Service Representative (PM/ITM).
- b) All other correspondence, including invoices, (that which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this PWS) shall be addressed to the Contract Specialist with an information copy to the COTR.

14.2 POINTS OF CONTACT

Contracting Officer Representative (COR)

*To be designated upon award

Contracting Officer (KO):

Nancy Ballay
GSA—Federal Acquisition Services, Region 3
20 N. 8th Street, 10th Floor
Philadelphia, PA 19107
Phone: 215.446.5826
Email: nancy.ballay@gsa.gov

Contract Specialist

Angela Anderjack
GSA—Federal Acquisition Services, Region 3
20 N. 8th Street, 10th Floor
Philadelphia, PA 19107
Phone: 215.446.5818
Email: angela.anderjack@gsa.gov

Client Service Representative (PM/ITM)

Michael Baumann
GSA – Federal Acquisition Services, Region 3
20 N. 8th Street, 10th Floor
Philadelphia, PA 19107
Phone: 215-446-5852
Email: michael.baumann@gsa.gov

14.3 CLAUSES

ACCEPTABLE SKILL LEVEL VARIATION IN SEVERABLE LABOR HOUR AND TIME AND MATERIAL ORDERS/CONTRACTS

The contractor may exceed the total number of *labor* hours per *awarded* skill level per base or option period, to a limit of 20% as long as the total task order *obligated* dollar amount per that base or option

period is not exceeded, and *as long as the contractor maintains an acceptable level of effort throughout the required period of performance. The contractor is not authorized to add new skill level categories or vary between levels within the same labor category without approval of the Government, formalized in a signed modification by the contracting officer.*

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

DFARS 252.232-7007 Limitation of Government's Obligation (MAY 2006)

(a) Contract line item(s) * through * are incrementally funded. For these item(s), the sum of \$ * of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for

Convenience of the Government.” As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor’s best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor’s notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled “Termination for Convenience of the Government.”

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled “Disputes.”

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled “Default.” The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled “Termination for Convenience of the Government.”

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$ _____
(month) (day), (year)	\$ _____
(month) (day), (year)	\$ _____

(month) (day), (year) \$ _____

(End of clause)

52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of—

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of—

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

<u>CLAUSE NO</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.232-20	Limitation of Costs	(Apr 1984)
52.232-22	Limitation of Funds	(Apr 1984)

52.227-14	Rights in Data	(Dec 2007)
52.227-21	Technical Data Declaration Revision And Withholding of Payment – Major Systems	(Jan 1997)
52.245-1	Government Property	(Aug 2010)
52.224-1	Privacy Act Notification	(Apr 1984)
52.224-2	Privacy Act	(Apr 1984)
52.239-1	Privacy or Security Safeguards	(Jul 2002)
52.222-54	Employment Eligibility Verification	(Jan 2009)
52.204-9	Personal Identity Verification of Contractor Personnel	(Jan 2011)

**DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENTS (DFARS) CLAUSES INCORPORATED BY
REFERENCE**

<u>CLAUSE NO</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
252.227-7013	Rights in Technical Data - Noncommercial Items	(Nov 1995)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	(Jun 1995)
252.227-7016	Rights in Bid or Proposal Information	(Jun 1995)
252.227-7019	Validation of Asserted Restrictions - Computer Software	(Jun 1995)

14.4 BILLING/INVOICING

The Contractor shall provide original invoices to the address shown on Block 24 of the GSA Form 300 award document. A concurrent copy of each invoice shall be sent to the Client Representative (CR).

INVOICES (JANUARY/2010)

The Period of Performance (POP) for each invoice *shall* be for one calendar month. The contractor *shall* submit only one invoice per month per order/contract. The appropriate GSA office will receive the invoice by the twenty-fifth calendar day of the month after either:

- (1) The end of the invoiced month (*for services*) or
- (2) The end of the month in which the products (*commodities*) or deliverables (fixed-priced services) were delivered and accepted by the Government.

For Labor Hour and Time and Material orders/contracts each invoice *shall* show, the skill level category, the hours worked per skill level, the rate per skill level and the extended amount for that invoice period. It *shall* also show the total cumulative hours worked (inclusive of the current invoice period) per skill level, the hourly rate per skill level, the total cost per skill level, the total travel costs incurred and invoiced, and the total of any other costs incurred and invoiced, *as well as* the grand total of all costs incurred and invoiced.

For Labor Hour and Time and Material orders/contracts each invoice *shall clearly indicate* both the current invoice's monthly "burn rate" and the total average monthly "burn rate".

The contractor *shall submit* all required documentation (unless exempted by the contract or order) as follows:

For Travel: Submit the traveler's name, dates of travel, location of travel, and dollar amount of travel.

For ODCs: Submit a description of the ODC, quantity, unit price and total price of each ODC.

Note: The Government reserves the right to audit, thus; the contractor shall keep on file all backup support documentation for travel and ODCs.

Posting Acceptance Documents: Invoices shall initially be submitted monthly through GSA's electronic Web-Based Order Processing System, currently ITSS, to allow the client and GSA COTR to electronically accept and certify services received by the CR. Included with the invoice will be all back-up documentation required such as, but not limited to, travel authorizations and training authorizations (including invoices for such).

Receiving Agency's Acceptance: The receiving agency has the following options in accepting and certifying services;

- a. Electronically: The client agency may accept and certify services electronically via GSA's electronic Web-Based Order Processing System, currently ITSS, by accepting the Acceptance Document generated by the contractor. Electronic acceptance of the invoice by the CR is considered concurrence and acceptance of services. **NOTE: The Government's preference is that receiving agency's acceptance is conducted electronically.**
- b. On Paper Copy: The client agency may accept and certify services by providing written acceptance with the signature of the authorized client representative and the date of acceptance.

Electronic and/or written acceptance of the invoice by the CR is considered concurrence and acceptance of services. Regardless, of the method of acceptance the contractor shall seek acceptance and electronically post the acceptance document in GSA's electronic Web-based Order Processing System, currently ITSS. (Written acceptances will be posted as an attachment along with any other supporting documentation.) After acceptance of the invoice by the CR, the Contractor shall submit a proper invoice to GSA Finance not later than five (5) workdays after acceptance by the Government of the product, service, and/or cost item.

Note: The acceptance of the authorized agency customer representative is REQUIRED prior to the approval of payment for any invoiced submitted. Although this acceptance may occur in two ways, electronically or in paper copy, at least shall be obtained prior to the approval of payment. In order to expedite payment, it is *strongly recommended* that the contractor continue to include the receiving agency's WRITTEN acceptance of all the services or products delivered, with signature of the authorized agency customer representative and the date of acceptance, as part of the submission documentation.

Note: If *any* invoice is received without the required documentation and, (A) the customer's *signed* written acceptance OR (B) the customer's electronic acceptance, the invoice *shall* be rejected in whole or in part as determined by the Government.

Posting Invoice Documents: Contractors shall submit invoices to GSA Finance for payment, after acceptance has been processed in GSA's electronic Web-Based Order Processing System, currently ITSS. The contractor has the option of posting the invoice on GSA's Ft. Worth web site, www.finance.gsa.gov/defaultexternal.asp or mail to the address shown on BLOCK 24 of the GSA FORM 300. **NOTE: Only use one method of submission, web site or regular U.S. mail, but not both.**

U.S. Mailing Address:

General Services Administration
Financial Operations and Disbursement Branch (BCEB)
PO BOX 219434
KANSAS CITY, MO 64121-9434

Content of Invoice: The contractor's invoice will be submitted monthly for work performed the prior month. The contractor may invoice only for the hours, travel and unique services ordered by GSA and actually used in direct support of the client representative's project. The invoice shall be submitted on official letterhead and shall include the following information at a minimum.

1. GSA Task Order Number
2. Task Order ACT Number
3. Remittance Address
4. Period of Performance for Billing Period
5. Point of Contact and Phone Number
6. Invoice Amount
7. Skill Level Name and Associated Skill Level Number
8. Actual Hours Worked During the Billing Period
9. Travel Itemized by Individual and Trip (if applicable)
10. Training Itemized by Individual and Purpose (if applicable)
11. Support Items Itemized by Specific Item and Amount (if applicable)

Final Invoice: Invoices for final payment must be so identified and submitted within 60 days from task completion and no further charges are to be billed. A copy of the written acceptance of task completion must be attached to final invoices. The contractor shall request from GSA an extension for final invoices that may exceed the 60-day time frame.

The Government reserves the right to require certification by a GSA COTR before payment is processed, *if necessary*.

Close-out Procedures.

General: The contractor shall submit a final invoice within sixty (60) calendar days after the end of the Performance Period. After the final invoice has been paid the contractor shall furnish a completed and signed Release of Claims (GSA Form 1142) to the Contracting Officer. This release of claims is within fifteen (15) calendar days of final payment.

15. LIST OF ATTACHMENTS

- Attachment A - Employee/Contractor Non-Disclosure Agreement
- Attachment B - Performance Requirements Summary
- Attachment c - Quality Assurance Surveillance Plan

END OF DOCUMENT